



AGREEMENT

by and between

The County of Los Angeles

and

**The Local Government Commission, a
California non-profit organization**

for

CivicSpark Program Administration

This *CivicSpark Program Administration Agreement* (the “Administration Agreement”) is entered into as of October 1, 2014 (the “Effective Date”) by and between:

the County of Los Angeles, a political subdivision of the State of California (“County”), through its County Office of Sustainability (“COS”), individually and on behalf of the Southern California Regional Energy Network (“SoCalREN”), and

The Local Government Commission, a California non-profit corporation operating under 501(c)(3), with its principal place of business at 1303 J. Street, Suite 250, Sacramento, California 95814-2936 (“LGC”).

COS will be a regional and fiscal administrator for the CivicSpark Program, based upon the following recitals:

RECITALS

R1. The CivicSpark Program is intended to provide support to local governments in response to the challenges of climate change by funding research, planning, and project implementation activities.

R2. The CivicSpark Program is an AmeriCorps program through the federal Corporation for National Community Service (“CNCS”). CNCS has granted certain funds to the Governor’s Office of Planning and Research and LGC for CivicSpark projects.

R3. The CivicSpark Program is intended to be deployed state-wide through nine regional hubs. The County will act as the CivicSpark Program regional and fiscal administrator in the Southern California regional hub.

R4. LGC will hire and employ CivicSpark Workers, who will be assigned to the County and various Local Participants for CivicSpark projects.

R5. On September 30, 2014, the County’s Board of Supervisors granted delegated authority to the Director of the County’s Internal Services Department, or his designee, to execute this Administration Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and LGC agree to the following:

1.0 DEFINITIONS

The terms and phrases in this Section 1.0 in quotes and with initial letter(s) capitalized shall have the meanings set forth below whenever used in this Administration Agreement with initial letter(s) capitalized. Further, when the form “____(s)” is used below, the singular nouns and phrases are intended and construed to also include the plural, and vice versa.

1.1 “Administration Agreement” is this present *CivicSpark Program Administration Agreement* by and between the County and LGC.

- 1.2 “CivicSpark Program” is the CivicSpark program, as more particularly described in Recitals, above.
- 1.3 “Day(s)” means calendar day(s) unless otherwise specified.
- 1.4 “Deliverable(s)” means the tasks, services, work, goods, or other consideration of any kind that CivicSpark Workers are required to create and deliver under the Project Agreements.
- 1.5 “Effective Date” is as of October 1, 2014, upon approval and execution by the County and LGC.
- 1.6 “Fiscal Year” is the twelve (12) month period beginning July 1st and ending the following June 30th.
- 1.7 “ISD Director” is the Director of the County’s Internal Services Department, or his designee.
- 1.8 “Local Participant(s)” means any public agency that authorizes and executes a Project Agreement under the Program.
- 1.9 “Project Agreement(s)” is/are the individual agreement(s) authorized and executed with a Local Government under Section 4.49(d) of this Administration Agreement.
- 1.10 “Project Worker(s)” means the LGC employee(s) supplied by LGC under the CivicSpark Program to the County and/or Local Participants.
- 1.11 “Program Year” is the twelve (12) month period beginning each October 1st and ending the following September 30th for the term of this Administration Agreement.
- 1.12 “Regional Supervisor” is an LGC employee who will service as a liaison to the County and the Local Participants.
- 1.13 “SoCalREN” is the Southern California Regional Energy Network, a consortium of counties, cities, and other local government agencies in the Southern California Edison and Southern California Gas Company service territories. SoCalREN programs and services are accessible to all cities in California within all portions of the following counties: Los Angeles, Orange, Ventura, Santa Barbara, Riverside, San Bernardino, Kern, Tulare, Inyo, Mono, and very small portions of Kings and Fresno. Los Angeles County is the fiscal and contracting agent for SoCalREN.

2.0 ADMINISTRATION AGREEMENT TERM

2.1 The term of this Administration Agreement shall be for one Program Year, unless sooner terminated or extended, in whole or in part, as provided herein.

2.2 The County shall have the sole option to continue this Administration Agreement for up to two additional one-year Program Year periods, for a total Administration Agreement term of three years. Each such option and continuation shall be exercised at the sole discretion of the ISD Director.

3.0 COUNTY RESPONSIBILITIES - PROGRAM ADMINISTRATION

3.1 The primary responsibilities (direct actions and commitments) of the County are as follows:

3.1.1 Lead recruitment and commitment of Local Participants at the beginning of the year by directly reaching out to Local Participants and by publishing CivicSpark information through their networks.

3.1.2 Lead effort to identify and secure \$23,400 per CivicSpark Worker/per Program Year in fiscal contribution by or for Local Participants by helping Local Participants identify resources and/or by engaging outside funders in CivicSpark.

3.1.3 Secure a work space for CivicSpark Workers as a home base (including a desk, phone, computer, and internet access).

3.1.4 Identify and support a staff person from the County to be the key contact. This person will:

- (a) Participate in Regional Partner orientation webinars (total of 6 hours) prior to the start of the Program Year;
- (b) Provide training to CivicSpark Workers on local resources, stakeholders, and culture at some point during their initial orientation (total of 4 hours);
- (c) Provide at least 2 hours per month for member or staff check-ins and/or trainings;
- (d) Complete quarterly program reporting including in-kind match documentation and annual evaluation surveys;
- (e) Participate in a quarterly Regional Partner network conference call;
- (f) Communicate timely with Program Director regarding member performance issues or other program concerns.

3.1.5 Understand and support CivicSpark Worker compliance with contracted performance measures (Section 6.0) and regulations on prohibited activities (Section 7.0).

3.2 Secondary Responsibilities (supporting actions) of the County are as follows:

3.2.1 Keep LGC informed about regional needs and opportunities, so projects stay current and aligned with local interests.

3.2.2 Assist LGC in streamlining projects to address key concerns of the region by reviewing project applications and participating in planning calls to select appropriate projects for the region.

3.2.3 Provide context, contacts, and guidance during project startup by being available for calls or meetings with the Regional Supervisor.

3.2.4 Support regional recruitment for CivicSpark Members and Regional Supervisors by distributing announcements through regional networks.

3.2.5 Recognize and support participation in AmeriCorps by endeavoring to include AmeriCorps logo and information in appropriate places (website, office).

3.2.6 Support CivicSpark Worker transition at the end of the Program Year through networking assistance and dissemination of project outcomes throughout the region.

3.3 Tertiary Responsibilities of the County are as follows (workplace actions only if CivicSpark Workers are stationed on site with COS):

3.3.1 Introduce CivicSpark Workers to other organization staff and invite member(s) to staff functions.

3.3.2 Inform CivicSpark Workers about the organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide CivicSpark Workers with agency policy manuals and/or handbooks.

3.3.3 Host scheduled site visits as needed by AmeriCorps Project Manager or Program Director.

4.0 COUNTY RESPONSIBILITIES - FISCAL ADMINISTRATION

4.1 COS desires to advance funding for, and in certain circumstances fund, CivicSpark Worker teams to provide services to the region for projects for COS and/or for other local governments in the region.

4.2 In return for a fiscal contribution of \$23,400 per Program Year/per CivicSpark Member by Local Participants and/or the County for each Program Year, LGC will provide 1350 hour/per CivicSpark Member service hours from a team of up to twelve (12) CivicSpark Workers and their Regional Supervisor each Program Year.

4.3 Local Participants will be responsible to reimburse the County upon successful completion of Project Agreement Deliverables.

4.4 The County has the following responsibilities either directly or by ensuring that Local Participants complete the following:

- (a) Complete initial applications for CivicSpark Program projects identifying local beneficiaries and total hours needed;
- (b) Complete pre-service climate capacity assessments to determine eligibility of Local Participants, need for services, and baseline capacity;
- (c) Work with LGC to assess and select project proposals from Local Participants that will fill the available service hours over the course of the Program Year;
- (d) Execute Project Agreements for each Local Participant that include (as applicable) commitment to a payment of \$18/hour for each billable hour of direct service work from the CivicSpark Program and define their acceptance of necessary responsibilities to support their Project Agreement;
- (e) Identify one Local Participant staff member to act as a point-person for each Project Agreement;
- (f) Develop defined project scopes and identify goals to be completed in agreed timeframe;
- (g) Enable site visits to participating local governments as necessary by AmeriCorps Project Manager or Program Director;

- (h) Complete project and AmeriCorps reporting quarterly throughout Program Year, including a post-assessment survey to be completed for each Local Participant at Project Agreement completion; and
- (i) Allow LGC to share results for required grant reporting to the maximum extent allowable at law.

5.0 LGC RESPONSIBILITIES

5.1 LGC has the following CivicSpark Program support responsibilities:

5.1.2 Support recruitment of Local Participants by providing all necessary CivicSpark Program materials (email templates, program documentation, applications, contracts, etc.), by holding webinars and conference calls to raise awareness of the program, by developing and maintaining a comprehensive website, and by responding to inquiries from local governments and the regional partner in a timely manner;

5.1.3 Support effort to identify fiscal contribution by or for Local Participants by working with the COS to identify resources and/or by engaging outside funders in CivicSpark;

5.1.4 Support CivicSpark Worker hosting by providing a dedicated email address and technology budget for regional technology needs (If COS provides computers, LGC will provide \$1500/year to offset computer and phone costs);

5.1.5 Provide clear guidelines, expectations, procedures, evaluation activities, and timelines pertaining to program operations, contracted performance measures (Section 6.0), prohibited activities (Section 7.0), and personnel issues through a program manual for COS and Local Participants;

5.1.6 Conduct webinar-based orientations (6 hours total) for COS and Local Participants to review all program guidelines and policies and to answer questions, including clearly communicating guidelines on prohibited activities

5.1.7 Provide COS with AmeriCorps logo files and materials to identify their site as participating in AmeriCorps.

5.1.8 Share project results with the County and Local Participants, including AmeriCorps performance measures; and

5.1.9 Provide an annual stipend of \$8,400 to COS to offset CivicSpark Worker hosting and/or staff costs.

5.2 LGC has the following responsibilities regarding a Regional Supervisor:

- 5.2.1 Recruit and train a Regional Supervisor to work (1000 hours over 13 months) with Members and Participating local governments.
- 5.2.2 Recruit and Train the CivicSpark Workers to provide at least 1200 hours each of direct capacity building services for the region.
- 5.2.3 Manage Local Participant Project Agreements.
- 5.2.4 Develop and manage Local Participant project scope and deliverables.
- 5.2.5 Share CivicSpark Program outcomes with Regional Partner.
- 5.3 LGC shall ensure that, as to each CivicSpark Worker, they comply with each of the following:
 - 5.3.1 Pass a state and national and NSOPR background check prior to starting their Program Year;
 - 5.3.2 Participate in a 2-week program orientation and complete at least 250 hours of training through dedicated member training and development and service days;
 - 5.3.3 Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours;
 - 5.3.4 Comply with guidelines for contracted performance measures (Section 6.0), and abide by regulations on prohibited activities (Section 7.0);
 - 5.3.5 Complete accurate reporting for AmeriCorps and projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments;
 - 5.3.6 Complete required duties and reports in a timely manner as defined by scopes of work, avoid participation in prohibited activities;
 - 5.3.7 Identify as an AmeriCorps member and wear AmeriCorps lapel pins or gear during service hours; and
 - 5.3.8 Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.

6.0 PROGRAM PERFORMANCE MEASURES

- 6.1 LGC and the County shall collaborate to ensure that each Project Agreement includes activities in at least one of the following performance measures:

6.1.1 Capacity Building for Local Participants – CivicSpark Workers’ direct service hours should be spent building capacity for Local Participants to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for CivicSpark Workers will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.

6.1.2 Volunteer Engagement – All CivicSpark Workers should have the opportunity to build further capacity for Local Participants by engaging, recruiting, and supporting volunteers. CivicSpark Workers may be engaged only one-time, (i.e., to assist for a specific event such as Earth Day or service activities), or on-going volunteers, such as interns. LGC is looking recruit 238 volunteers who will serve a total of 1317 hours to address the needs of Local Participants.

6.1.3 Training and Professional Development for CivicSpark Workers – CivicSpark Workers can spend up to 20% of their 1700-hour service year on training. Training excludes the 2-week intensive orientation at the start of the service year, but includes continued monthly trainings, and professional development and networking opportunities. Training hours ensure that CivicSpark Workers have the training and tools they need to succeed in their sustainability work.

6.2 The parties acknowledge that the majority of direct service portion of the work provided to Local Participants likely will involve the first two measures only. The third measure is realized principally through training and professional development activities provided by LGC to CivicSpark Workers. Some activities that occur while CivicSpark Workers are engaged with Local Participants may be considered training and professional development such as networking events and trainings that might be hosted by the Local Participants.

7.0 PROHIBITED ACTIVITIES

7.1 In addition to working only on contracted performance measure activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, CivicSpark Workers may not engage in the following activities (see 45 CFR § 2520.65):

7.1.1 Attempting to influence legislation;

7.1.2 Organizing or engaging in protests, petitions, boycotts, or strikes;

7.1.3 Assisting, promoting, or deterring union organizing;

7.1.4 Impairing existing contracts for services or collective bargaining agreements;

7.1.5 Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

7.1.6 Participating in, or endorsing, events or activities that is likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7.1.7 Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

7.1.8 Providing a direct benefit to—

- a) A business organized for profit;
- b) A labor union;
- c) A partisan political organization;
- d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
- e) An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;

7.1.9 Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

7.1.10 Providing abortion services or referrals for receipt of such services; and

7.1.11 Such other activities as CNCS may prohibit, after timely advance notification to the County and CivicSpark Workers.

7.2 CivicSpark Workers, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

8.0 MAXIMUM HOURLY RATE

8.1. The Maximum Hourly Rate payable by Local Participants to LGC for accepted and approved Deliverables under this Administration Agreement and the applicable Project Agreements shall not exceed eighteen dollars (US\$ 18.00) per hour. The County reserves the right to advance payment to LGC and to seek full and/or partial contribution or reimbursement from Local Government Participants for any payments it makes on their behalf.

8.2 Notwithstanding any provision of this Administration Agreement or the CivicSpark Program to the contrary, whether expressly or by implication, neither the County nor COS are obligated to act as guarantor or surety for Local Participants.

9.0 INDEMNIFICATION

9.1 Notwithstanding any provision of this Administration Agreement or the CivicSpark Program to the contrary, whether expressly or by implication, LGC shall indemnify, defend, and hold harmless the County and/or the SoCalREN (including its/their Special Districts, elected and appointed officers, employees, and agents) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to the Program or LGC's acts and/or omissions, including but not limited to:

- (a) Worker's Compensation;
- (b) Wage and hour liability;
- (c) Automobile liability;
- (d) Patent, copyright, and/or trade secret infringement;
- (e) Personal injury and/or wrongful death; and
- (f) Violation(s) of applicable laws, rules, regulations, ordinances, or directives.

9.2 Notwithstanding any provision of this Administration Agreement or the CivicSpark Program to the contrary, whether expressly or by implication, the County does not waive any governmental immunities or claims requirements, including but not limited to those under California *Government Code* section 900 *et seq.*, all of which are hereby categorically reserved.

9.3 LGC indemnification will not extend to liability arising from the sole negligence or willful misconduct of the indemnitees. In the event any dispute exists as to nature of Indemnitees' conduct with respect to any loss or damage

referenced above, LGC shall defend Indemnitees until such dispute is resolved by final judgment.

10.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the LGC's indemnification of the County and/or the SoCalREN, and at all times during the Program Agreement term, LGC shall provide and maintain the following programs of insurance specified in this Section 10 (General Insurance Requirements) and in Section 11.0 (Insurance Coverage Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the LGC's own expense. The County in no way warrants that the Required Insurance is sufficient to protect LGC for liability that may arise from or related to this Administration Agreement.

10.1 Evidence of Coverage and Notice to County

10.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the LGC's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

10.1.2 Renewal Certificates shall be provided to County not less than 10 days prior to LGC's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required LGC and/or Sub-Contractor insurance policies at any time.

10.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

10.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

10.1.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Contracting Department Name, Division/Section

Contracting Department Address
Attention: Name and Title of Department Contact

10.1.6 LGC shall report to the County:

- (a) Any accident or incident relating to services performed under this Administration Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against LGC and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- (b) Any third party claim or lawsuit filed against LGC arising from or related to the CivicSpark Program or services performed under this Administration Agreement.
- (c) Any injury to a LGC employee that occurs on County or Local Participant premises. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- (d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County or Local Participant property, monies or securities entrusted to the LGC or CivicSpark Workers under the terms of this Administration Agreement or the applicable Project Agreement

10.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) and/or the SoCalREN shall be provided additional insured status under LGC's General Liability policy with respect to liability arising out of LGC's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the LGC's acts or omissions, whether such liability is attributable to the LGC or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

10.3 Cancellation of or Changes in Insurance

LGC shall provide County with, or LGC's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a

material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

10.4 Sub-Contractor Insurance Coverage Requirements

LGC shall include all Sub-Contractors as insureds under LGC's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. LGC shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and/or the SoCalREN and LGC as additional insureds on the Sub-Contractor's General Liability policy. LGC shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance

10.5 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. LGC understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

10.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10.7 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, LGC use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

10.8 LGC's Insurance Shall Be Primary

LGC's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to LGC. Any County and/or the SoCalREN maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LGC coverage.

10.9 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10.10 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved in writing by the County.

10.11 Failure to Maintain Coverage: Failure by LGC to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Administration Agreement upon which the County may immediately terminate or suspend this Administration Agreement. The County, at its sole option, may obtain damages from the LGC resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the LGC, the County may deduct from sums due to the LGC any premium costs advanced by the County for such insurance.

10.12 Compensation for County Costs: In the event that the LGC fails to comply with any of the indemnification or insurance requirements of this Administration Agreement, and such failure to comply results in any costs to the County, then LGC shall pay full compensation for all costs incurred by the County.

11.0 INSURANCE COVERAGE REQUIREMENTS

At all times during and covering the Program Year, LGC shall carry the categories and amounts of insurance specified in this Section 11.0.

11.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

11.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” vehicles, or coverage for “any auto.”

11.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the LGC is responsible. If LGC or CivicSpark will provide leased employees, or, is an employee leasing or considered a temporary staffing firm or a professional employer organization (PEO), then coverage shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to “ISD policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall

be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LGC's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

11.4 Property Coverage

If LGC or CivicSpark Workers are given exclusive use of County owned or leased property, then LGC shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its agents shall be named as an Additional Insured and Loss Payee on LGC's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

12.0 TERMINATION FOR CONVENIENCE

This Administration Agreement may be terminated, in whole or in part, from time to time, when such is deemed by the COS, in its sole discretion, to be in its best interest. Termination of shall be effected by notice of termination to the LGC specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent.

13.0 TERMINATION FOR DEFAULT

13.1 Either party may, by written Notice of Default to the other, terminate the whole or any part of this Administration Agreement, upon:

- (a) material breach; or
- (b) failure to timely or satisfactorily perform; and
failure to timely cure such failure within ten (10) Days or such longer period as may authorized.

13.2 The rights and remedies of the parties in this Section 13.0 shall not be exclusive and are in addition to any other rights and remedies provided by law.

14.0 INDEPENDENT CONTRACTOR STATUS

14.1 This Administration Agreement does not, is not intended, and shall not be construed, to create the relationship of employee, partnership, joint venture, or association, as between the County and the LGC.

14.2 LGC is solely liable and responsible for providing to, or on behalf of, all CivicSpark Workers all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the LGC.

14.3 LGC understands and agrees that all CivicSpark Workers are for all purposes, including Workers' Compensation liability, solely employees of the LGC and not employees of the County. LGC is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any CivicSpark Workers as a result of any injuries arising from or connected with any work performed by or on behalf of the LGC pursuant to the CivicSpark Program.

15.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Administration Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. LGC agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Administration Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16.0 VALIDITY

If any provision of this Administration Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Administration Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

17.0 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

18.0 NOTICES

All notices or demands required or permitted to be given or made under this Administration Agreement shall be in writing and delivered to the respective contact persons below:

LGC:

Kif Scheuer, Program Director
1303 J. Street, Suite 250
Sacramento, CA 95814

Phone – 415.717.4809
kscheuer@lgc.org

County:

Howard Choy, General Manager
Office of Sustainability
Los Angeles County – ISD
Los Angeles, CA 90063

Phone – 323.267.2006
ychoy@isd.lacounty.gov

19.0 MERGER

This Administration Agreement is the complete and exclusive statement of understanding between the parties, and supersedes any previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Administration Agreement and the CivicSpark Program.

20.0 AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Administration Agreement on their behalf is an authorized agent who has actual authority to bind the respective party to each and every term, condition, and obligation of this Administration Agreement, and that all requirements of the have been fulfilled to provide such actual authority.

--AUTHORIZATION & SIGNATURE PAGE FOLLOWS--

AUTHORIZATION & SIGNATURE PAGE

IN WITNESS WHEREO,

the Board of Supervisors of the County of Los Angeles has delegated authority for this *CivicSpark Program Administration Agreement* to be executed by the Director of its Internal Services Department or his designee, and

LGC has caused this *CivicSpark Program Administration Agreement* to be executed on its behalf by duly authorized officers.

COUNTY OF LOS ANGELES

By _____
Howard Choy, General Manager
County Office of Sustainability
Internal Services Department

THE LOCAL GOVERNMENT COMISSION,
a California non-profit corporation

By: _____
Kathryn Meis, Executive Director

APPROVED AS TO FORM:
Rick Weiss, Acting County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel